



Commonwealth of Virginia
Virginia Information Technologies Agency

INTEGRATED (RADIO, PAGING, & CELLULAR) WIRELESS SERVICES

MANDATORY CONTRACT

Date: July 30, 2003

Contract #: VA-001023-NEXT

Authorized User: State Agencies and Other Public Bodies

Contractor: Nextel Communications
11551 Nuckols Road
Suite F
Glen Allen, VA 23059

FIN: 52-1653244

Contact Person: Matt Behnke
Phone: 804-935-5500
24 Hour: 804-840-0296
Fax: 804-935-5570

Term: April 23, 2003 – October 22, 2003

Contract Price List: See Attached

Delivery: 10 Days ARO

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Compliance Information:
Mrs. T. J. Hudson
Contracts Administrator
Phone: 804-371-5971
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Technical Information:
Mr. Joe Parr, CPPO, VCO
Tech Contract Manager
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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

For updates, please visit our Website at <http://www.oas.virginia.gov>

Contract #VA-001023-NEXT
CONTRACT CHANGE LOG

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DEPARTMENT OF TECHNOLOGY PLANNING (DTP): Prior review and approval by the Department of Technology Planning for purchases in excess of \$1 00,000.00 is required for State Agencies and Institutions only.

All orders for equipment shall be issued by the individual agency, institution or other public body requesting the equipment. The Contractor shall deal directly with the individual agency, institution or other public body for all matters concerning delivery, payment, & warranty.

WARRANTY: See clause 40 (Warranty/Maintenance Of Equipment) page 34.

CONTRACTOR CONTACTS:

Primary Contact

Matt Behnke

Office telephone #: 804-935-5520

Fax #: 804-935-5570

24 Hour #: 804-640-0234

E-mail: matt.behnke@nextel.com

Secondary Contact

Marie Farrell

Office telephone #: 804-935-5500

Fax #: 804-935-5570

24 Hour #: 804-640-0296

E-mail: marie.Farrell@nextel.com

**Integrated (Radio, Paging & Cellular) Wireless Services
Contract Modification Pricing**

Plan A	Monthly Service	Not Applicable
To include the following without telephone service: Unlimited 2-way Radio Service Unlimited Numeric Paging Service Min. of 100 Text messages	\$35.00	

Plan B	Monthly Service	Per Minute Cost over Minimum
To include the following: Unlimited 2-way Radio Service Unlimited Numeric Paging Service Min. of 100 Text messages 200 Included Minutes Telephone Service	\$45.00	Text \$0.10/message (message/max. 140 characters) Cellular \$ 0.25/minute

Plan C	Monthly Service	Per Minute Cost over Minimum
To include the following: Unlimited 2-way Radio Service Unlimited Numeric Paging Service Min. of 100 Text messages 600 Included Minutes Telephone Service	\$65.00	Text \$0.10/message (message/max. 140 characters) Cellular \$ 0.25/minute

Plan D	Monthly Service	Per Minute Cost over Minimum
To include the following: Unlimited 2-way Radio Service Unlimited Numeric Paging Service Min. of 100 Text messages 1000 Included Minutes Telephone Service	\$95.00	Text \$0.10/message (message/max. 140 characters) Cellular \$ 0.25/minute

GSM Plan	Monthly Service	Domestic Per Minute Charge
Per minute service which does not include any of the following: 2-way Radio Service Paging Service Text Messaging Included Minutes Telephone Service	\$35.00	\$ 0.25 International rates: Based on current international rates attached to bid response and available via the Contractor's website

1. Scope

1.1 The Contractor shall provide service to cover, at a minimum, the Northern Virginia, Petersburg, Richmond and Tidewater areas. The Contractor shall provide service in other areas within the Commonwealth, as the service becomes available in such areas, at the price quoted herein.

1.2 Plans A-D service shall provide an integrated service which integrates the following:

- Digital telephone
- Voice Mail
- Text/numeric paging
- Two-way radio (dispatch)

Customers will be responsible for the purchase of equipment to utilize the service.

1.3 The Global System for Mobile Communications (GSM) Plan shall provide GSM based service (Where Available). GSM is a set of ETSI standards specifying the infrastructure for a digital cellular service. The customer is responsible for the purchase of a compatible GSM telephone.

1.4 International long distance, on all applicable plans, shall be billed at the lowest published rate of the Contractor. **The Contractor shall make the current international rates available via a web site accessible by the user.**

1.5 The Commonwealth shall not be charged any Activation fees.

2. General

2.1 The user may cancel service with 30 days notice

2.2 The contract term as a result of this solicitation shall be for one (1) year. The Commonwealth, at its sole discretion, reserves the right to renew the contract, at the prices quoted or less, for up to four (4) additional one (1) year periods. Should the Commonwealth elect to exercise this option, the Contractor will be notified of the state's decision not less than thirty (30) days prior to the expiration of the initial contract or subsequent renewal period(s).

2.3 The point of contact shall be staffed and available twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.

2.4 The Commonwealth shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which the Commonwealth is denied use of the service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions hereof, during which the Commonwealth is denied access to the service.

3. Billing and Invoicing Requirements

3.1 The Contractor shall furnish the using agency, one (1) consolidated detailed monthly invoice that itemizes all services purchased from the Contract during the prior billing period. The monthly invoice shall at a minimum include the following information:

- Invoice Number
- Invoice Date
- Phone number
- Fixed monthly charges
- Credits (if any)
- Total Monthly Charge
- Contractor's Federal Employer Identification Number (FEIN)

3.2 For telephone service, the called number, unless blocked, must appear on the call detail as well as the date, time and duration of call.

3.3 Each monthly bill shall include both monthly recurring charges and nonrecurring charges for partial month's services charges, etc

Attachment
Current List of Countries and Rates
As of October 17, 2000

New countries or rates are in bold.

Number	Country	NWW Rates
1	Argentina	1.99
2	Australia	1.99
3	Austria	.99
4	Bahrain	1.99
5	Belgium	1.99
6	Bosnia Herzegovina	1.99
7	Brazil	1.99
8	Brunei	2.99
9	Bulgaria	2.99
10	Cambodia	5.99
11	Canada	Included in US rate plan
12	China	2.99
13	Croatia	.99
14	Czech Rep.	1.99
15	Denmark	.99
16	Egypt	1.99
17	England*	.99
18	Estonia	1.99
19	Fiji	1.99
20	Finland	.99
21	France	.99
22	Germany	.99
23	Gibraltar	1.99
24	Greece	1.99
25	Hong Kong	1.99
26	Hungary	1.99
27	Iceland	1.99
28	India	2.99
29	Ireland	.99
30	Isle of Man	.99
31	Israel	1.99
32	Italy	.99
33	Ivory Coast	2.99
34	Jersey	.99
35	Jordan**	1.99
36	Kazakhstan	2.99
37	Kosovo	3.99
38	Kuwait	.99
39	Latvia	2.99
40	Lebanon	1.99

INTERNATIONAL RATES

MARKETING BULLETIN

Number	Country	NWW Rates
41	Liechtenstein	.99

Attachment (cont.)
Current List of Countries and Rates
As of October 17, 2000

New countries or rates are in bold.

Number	Country	NWW Rates
42	Lithuania	2.99
43	Luxembourg	.99
44	Malaysia	1.99
45	Mauritius	.99
46	Mexico	1.99
47	Monaco	.99
48	Morocco	3.99
49	Netherlands	.99
50	New Zealand**	1.99
51	Northern Ireland*	.99
52	Norway	.99
53	Palestine	1.99
54	Peru	1.99
55	Philippines	1.99
56	Poland	1.99
57	Portugal	1.99
58	Romania	1.99
59	Russia	5.99
60	Saudi Arabia	2.99
61	Scotland*	.99
62	Seychelles	2.99
63	Singapore	1.99
64	Slovak Republic	1.99
65	Slovenia	1.99
66	South Africa	1.99
67	Spain	.99
68	Sri Lanka	2.99
69	Sweden	.99
70	Switzerland	.99
71	Taiwan	1.99
72	Togo	3.99
73	Turkey	1.99
74	UK*	.99
75	Vatican City	.99
76	Venezuela	.99
77	Wales*	.99
78	Zimbabwe	3.99

* The UK is made up of England, Ireland, Scotland, and Wales. The rate for each is \$0.99.

** Planned launch in July, with a small chance of delay.

Nextel Worldwide Update

Date: 10-17-00

Nextel Worldwide service is expanding!

Nextel Worldwide service launched for sale through all channels on April 3, 2000. At the time of launch Nextel Worldwide service was available in more than 65 countries. This bulletin provides a current rate sheet (attached) including over 70 countries where Nextel Worldwide service is available!

Nextel is the only Worldwide provider that currently provides the following combination of services:

1. A one phone, one number solution, *plus*
2. A national all-digital U.S. wireless network, *plus*
3. Digital roaming to Canada and Latin America, *plus*
4. Roaming to over 70 total countries worldwide, *plus*
5. 24 x 7 Customer Service while out of the U.S

There are no plans to provide NWW Service in the following countries due to technical and political difficulties: Caribbean, Japan and North Korea.

Additional detail regarding roaming enabled countries and services can be found on Nextel's website (www.nextel.com), under *coverage*.

Nextel Worldwide Features using the i2000 Nextel Phone

- One phone, one number solution
- Flat per minute pricing based on country of originating call
- Service in more than 70 countries (*see attachment below for a list of countries*)
- CARE # when traveling outside the US: + 201-531-5202 (24 hours 7 days a week)
- CARE # when inside the US: 1800-639-6111
- Corporate Accounts CARE #: 1800-390-9545
- Same dialing in the U.S. or overseas with + dialing feature
- Calls rounded to the second at home and abroad
- Available with any valid rate plan

NOTE: the i2000 does not offer data services at this time.

Nextel Equipment Pricing & Specifications

The Commonwealth of Virginia will receive 20% off of the equipment below. If a local market promotion is running that is better than the 20% discount, the Commonwealth of Virginia will receive the local promotion less 3%.

Phones	Standard Rate Price	State Discount of 20%
i550+	\$99.99	\$79.99
i700+	\$149.99	\$119.99
i1000+	\$199.99	\$159.99
i2000	\$299.99	\$239.99
r370	\$279.99	\$223.99
r470	\$299.99	\$239.99
m370	\$849.99	\$519.99
b370	\$899.99	\$559.99

The following are technical specifications for the portable, mobile and control station units available:

i1000plus \$199.99

- FCC Designation - AZ489FT5783
- Signal Format - TDMA digital; Quad 16 QAM
- Frequency Range - Transmits 806-821 MHz, Receives 851-866 MHz
- Channel Spacing - 25 KHz
- Frequency Stability - 2.5 ppm (not locked to base)
- RF Power Output - 0.6 Watts average per single TDMA slot
- Hi-audio - 500mW at max volume
- Operating Voltage - 3.6 VDC nominal
- Emission Designator - 20KOW7W
- Dimensions - 4.5" x 2.2" x 1.2" (115mm x 56mm x 30mm)
- Weight - 6 oz.
- Storage Temp - -40 degrees to +85 degrees C
- Operating Temp - -20 degrees to +60 degrees C
- Slim Battery - (500 mAh Lithium), 100 minutes talktime, 28 hours standby
- Standard Battery - (900 mAh NiMH), 180 minutes talktime, 50 hours standby

i700plus \$149.99

- Signal Format - TDMA digital; Quad 16 QAM
- Frequency Range - Transmits 806-821 MHz, Receives 851-866 MHz
- Channel Spacing - 25 KHz
- Frequency Stability - 2.5 ppm (not locked to base)
- RF Power Output - 0.6 Watts average per single TDMA slot
- Hi-audio - 500mW at max volume
- Operating Voltage - 6.2 VDC nominal
- Emission Designator - 20KOW7W
- Dimensions - 6.2" x 2.3" x 1.6"

Nextel Equipment Pricing & Specifications

- Weight - 10.2 oz. with standard NiMH-AA Battery
- Storage Temp - -40 degrees to +85 degrees C
- Operating Temp - -20 degrees to +60 degrees C
- Battery - (1100 mAh NiMH), 240 minutes talktime, 65 hours standby

i550plus **\$99.99**

- Signal Format - TDMA digital; Quad 16 QAM
- Frequency Range - Transmits 806-821 MHz, Receives 851-866 MHz
- Channel Spacing - 25 KHz
- Frequency Stability - 2.5 ppm (not locked to base)
- RF Power Output - 0.6 Watts average per single TDMA slot
- Hi-audio - 500mW at max volume
- Operating Voltage - 4.8 VDC nominal
- Emission Designator - 20KOW7W
- Dimensions - 5.2" x 2.1" x 1.6" (132mm x 53mm x 40mm)
- Weight - 8.6 oz.
- Storage Temp - -40 degrees to +85 degrees C
- Operating Temp - -20 degrees to +60 degrees C
- Standard Battery - (1500 mAh NiMH), 330 minutes talktime, 85 hours standby

r370 **\$279.99**

- FCC Designation - AZ492FT5758
- Signal Format - TDMA digital; Quad 16 QAM
- Frequency Range - Transmits 806-821 MHz, Receives 851-866 MHz
- Channel Spacing - 25 KHz
- Frequency Stability - 2.5 ppm (not locked to base)
- RF Power Output - 0.6 Watts average per single TDMA slot
- Hi-audio - 500mW at max volume
- Antenna - Fixed
- Operating Voltage - 6.2 VDC nominal
- Emission Designator - 20KOW7W
- Dimensions - 5.9" x 2.4" x 1.9" (150mm x 60mm x 48mm)
- Weight - 12.8 oz. with Standard NiCd Battery
- Storage Temp - -40 degrees to +85 degrees C
- Operating Temp - -20 degrees to +60 degrees C
- Environmental Performance - Military Standard 810 C/D/E
- Slim Battery - (600 mAh NiMH), 80 minutes talktime, 11 hours standby
- Extended Life Battery - (1500 mAh NiMH), 215 minutes talktime, 27 hours standby

r470 **\$299.99**

- FCC Designation - AZ492FT5758
- Signal Format - TDMA digital; Quad 16 QAM
- Frequency Range - Transmits 806-821 MHz, Receives 851-866 MHz
- Channel Spacing - 25 KHz
- Frequency Stability - 2.5 ppm (not locked to base)
- RF Power Output - 0.6 Watts average per single TDMA slot
- Hi-audio - 500mW at max volume
- Antenna - Fixed

Nextel Equipment Pricing & Specifications

- Operating Voltage - 6.2 VDC nominal
- Emission Designator - 20KOW7W
- Dimensions - 5.9" x 2.4" x 1.9" (150mm x 60mm x 48mm)
- Weight - 14.22 oz. with FM NiCd Battery
- Storage Temp - -40 degrees to +85 degrees C
- Operating Temp - -20 degrees to +60 degrees C
- Environmental Performance - Military Standard 810 C/D/E
- Factory Mutual Research Corporation approved for - FM Class Number 3610, FM Class 3611, FM Class Number 3600
- Slim Battery - (600 mAh NiMH), 80 minutes talktime, 11 hours standby
- Extended Life Battery - (1500 mAh NiMH), 215 minutes talktime, 27 hours standby

m370 \$649.99

- FCC Designation - AZ492FT5775
- Signal Format - TDMA digital; Quad 16 QAM
- Frequency Range - Transmits 806-821 MHz, Receives 851-866 MHz
- Channel Spacing - 25 KHz
- Frequency Stability - 2.5 ppm (not locked to base)
- RF Power Output - 3.0 Watts average per single TDMA slot
- Hi Audio - - 500mW at max volume
- Operating Voltage - 13.8 VDC nominal +/- 20%
- Emission Designator - 20KOW7W
- Antenna - 3 dB gain
- Environmental Performance - Military standard 810 C/D/E

b370 - Specifications \$699.99

- FCC Designation - AZ492FT5758
- Signal Format - TDMA digital; Quad 16 QAM
- Frequency Range - Transmits 806-821 MHz, Receives 851-866 MHz
- Channel Spacing - 25 KHz
- Frequency Stability - 2.5 ppm (not locked to base)
- RF Power Output - 3.0 Watts average per single TDMA slot
- Audio Output Power - 3.0 Watts (digital mobile radio), 500 mW (fully integrated, internal speaker), 5.0 Watts (optional external speaker)
- Operating Voltage - 13.8 VDC nominal +/- 20%
- Emission Designator - 20KOW7W
- Data Port Interface - RS232 with optional cable
- Environmental Performance - Military standard 810 C/D/E

I2000 - Specifications \$299.99

- * FCC Designations - AZ489FT5794
- * Signaling Format - iDEN and GSM
- Frequency Range - iDEN - Transmits 806-825 MHz and Receives RX-851-870 MHz
- Frequency Range - GSM - Transmits 890-915 MHz and Receives RX-935-960 MHz
- Channel Spacing - iDEN - 25KHz
- Channel Spacing - GSM - 200KHz
- Frequency Stability - Distortion less than 5% across range of 300-3000 Hz

Nextel Equipment Pricing & Specifications

- TX Output Power - iDEN - 600 mW @ 3.6V @ 25 C
- TX Output Power - GSM - 2W+- 2db 2W+-2.5db @ 3.6V @ 25 c
- Hi-audio - Distortion less than 10% across range of 300-3000Hz
- Antenna - Retractable
- Operating Voltage - 3.35V to 4.5V
- Emission Designator - AZ489FT5794(US) lFKA109195558A(Canada) M12-4A11(Europe)
- Dimensions - 5.3" x 2.2" x 1.1" (135mm x 57mm x 29mm)
- Weight - 5.9 oz. With Slim Battery
- Storage Temp - -40 to + 85 C
- Operating Temp - -10 to + 60 C
- Slim Battery (500mAh Lithium ion) - iDEN - 100 min talk time 28 hrs standby GSM 135 min talk time 38 hours stanby

State Of VA ACCESSORIES LIST

October 17, 2000

Commonwealth of Virginia will receive a 20% discount on all accessories

* Denotes Part Number in a kit

i700plus			
PART #	DESCRIPTION	VENDOR	SRP
Batteries			
NTN1676	Standard Battery with Door	Mot	\$29.95
NTN8971*	Extended NiMh Battery	Mot	\$29.95
Chargers			
SPN4474*	i700 Charger	Mot	9.95
NTN1701	Desktop charger w/ rapid charger, Retail	Mot	\$49.95
NTN8978	Vehicular Battery Charger, Retail	Mot	\$24.95
Cases			
NTN9152	Swivel Belt Clip Holster	Mot	\$9.95
WNC0702	Nextel Branded Leather Carry Case	Nextel	\$14.95
Cables			
NTN1010	Connectivity kit for PC/Windows CE	Mot	\$99.95
NTN1685	Connectivity kit for Palm III/VII	Mot	\$99.95
NTN1749	Connectivity kit for Palm V	Mot	\$99.95
NTN1686	Dual-port adapter cable	Mot	\$44.95
Audio Accessories			
JAB5008	Jabra EarSet	Jabra	29.95
NTN1719	Handsfree car adapter for i500/i700	Mot	\$139.95
NTN8367A	Earbud/Mic (use w/ connector or car kit)	Mot	\$29.95
NTN8496A	Lightweight Headset (use w/ connector or car kit)	Mot	\$49.95
NTN8497A	Ear Speaker/Boom Mic (use w/ connector or car kit)	Mot	\$34.95
NTN8654	Audio Adapter	Mot	\$24.95
NTN8973*	Battery Door for Extended Battery	Mot	\$4.95
NTN9198	Dash Mount Phone Holder	Mot	\$19.95
Software			
NTN1728	IDEN Organizer	Mot	\$79.95
i550plus			
PART #	DESCRIPTION	VENDOR	SRP
Batteries			
NTN1676	Standard Battery with Door	Mot	\$29.95
NTN8971*	Extended NiMh Battery	Mot	\$29.95
Chargers			
SPN4474*	i700 Charger	Mot	9.95
NTN1701	Desktop charger w/ rapid charger, Retail	Mot	\$49.95
NTN8978	Vehicular Battery Charger, Retail	Mot	\$24.95
Cases			
NTN9152	Swivel Belt Clip Holster	Mot	\$9.95
WNC0502	Nextel Branded Leather Carry Case	Nextel	\$14.95
Cables			
NTN1010	Connectivity kit for PC/Windows CE	Mot	\$79.95
NTN1685	Connectivity kit for Palm III/VII	Mot	\$79.95
NTN1749	Connectivity kit for Palm V	Mot	\$79.95
NTN1686	Dual-port adapter cable	Mot	\$39.95

Nextel

Accessories Pricing

Audio Accessories		DESCRIPTION	VENDOR	SRP
JAB5008	Jabra EarSet		Jabra	29.95
NTN1719	Handsfree car adapter for i500/i700		Mot	\$139.95
NTN1703	Handsfree Car Adapter w/dash mount holder & remote PTT		Mot	\$139.95
NTN1709	Dash Mount Phone Holder		Mot	\$19.95
NTN9198	Dash Mount Phone Holder		Mot	\$12.95
NTN8367A	Earbud/Mic (use w/ connector or car kit)		Mot	\$29.95
NTN8496A	Lightweight Headset (use w/ connector or car kit)		Mot	\$49.95
NTN8497A	Ear Speaker/Boom Mic (use w/ connector or car kit)		Mot	\$34.95
NTN8654	Audio Adapter		Mot	\$24.95
NTN8973*	Battery Door for Extended Battery		Mot	\$4.95
Software		DESCRIPTION	VENDOR	SRP
NTN1728	iDEN Organizer		Mot	\$79.95
i1000 and i1000plus				
PART #	DESCRIPTION	VENDOR	SRP	
Batteries				
NTN1645	Slim 500 mAh, Retail Pkg	Mot	\$69.95	
NTN8614*	Standard 900 mAh	Mot	\$59.95	
NTN8615	Slim Lithium Ion Battery 500 mHa	Mot	\$69.95	
Chargers				
NPN6197*	Power Supply, Travel Style	Mot	\$34.95	
NTN8653	Desk Top Charger	Mot	\$59.95	
NTN8655	Vehicular Battery Charger	Mot	\$39.95	
Cables				
NTN1010	Connectivity kit for PC/Windows CE	Mot	\$99.95	
NTN1685	Connectivity kit for Palm III/VII	Mot	\$99.95	
NTN1749	Connectivity kit for Palm V	Mot	\$99.95	
NTN1686	Dual-port adapter cable	Mot	\$44.95	
Cases				
FSL1100	Nextel Leather Case with Belt Clip	Nextel	\$14.95	
FSL1200	Nextel Leather Case with Swivel	Nextel	\$19.95	
NTN8657*	Plastic Carry Holster w/Belt Clip	Mot	\$9.95	
WNC1000	Leather Carry Case	Nextel	14.95	
Audio Accessories		DESCRIPTION	VENDOR	SRP
JAB5008	Jabra EarSet		Jabra	29.95
NTN1661	Hands Free Car Adapter w/ Dash Mt. Phone Holder		Mot	\$109.95
NTN8367A	Earbud/Mic (use w/ connector or car kit)		Mot	\$29.95
NTN8496A	Lightweight Headset (use w/ connector or car kit)		Mot	\$49.95
NTN8497A	Ear Speaker/Boom Mic (use w/ connector or car kit)		Mot	\$34.95
NTN8654	Audio Adapter		Mot	\$24.95
NTN8656	Hands Free Car Adapter		Mot	\$99.95
NTN8840	Dash Mount Phone Holder		Mot	\$19.95
FLN9108	Remote PTT Switch		Mot	\$29.95
Software		DESCRIPTION	VENDOR	SRP
NTN1728	iDEN Organizer		Mot	\$79.95
i2000				
PART #	DESCRIPTION	VENDOR	SRP	
Batteries				
NTN1645	Slim 500 mAh, Retail Pkg	Mot	\$69.95	
NTN8615*	Slim Lithium Ion Battery 500 mHa	Mot	\$69.95	
Chargers				
NPN6197	Travel Charger	Mot	\$34.95	
NTN8653	Desktop Charger	Mot	\$59.95	
NTN8655	Vehicle Battery Charger	Mot	\$39.95	
NTN1747	International Power Adapter Set	Mot	\$9.95	

Audio Accessories		DESCRIPTION	Vendor	SRP
JAB5008	Jabra EarSet	Jabra		29.95
NTN1661	Hands Free Car Adapter w/ Dash Mt. Phone Holder	Mot		\$109.95
NTN8367A	Earbud/Mic (use w/ connector or car kit)	Mot		\$29.95
NTN8496A	Lightweight Headset (use w/ connector or car kit)	Mot		\$49.95
NTN8497A	Ear Speaker/Boom Mic (use w/ connector or car kit)	Mot		\$34.95
NTN8654	Audio Adapter	Mot		\$24.95
NTN8656	Hands Free Car Adapter	Mot		\$99.95
NTN9071	Dash Mount Phone Holder	Mot		\$19.95
FLN9108	Remote PTT Switch	Mot		\$29.95
Software		DESCRIPTION	Vendor	SRP
NTN1728	iDEN Organizer	Mot		\$79.95
Cases		DESCRIPTION	Vendor	SRP
WNC2000	Leather Carry Case	Nextel		14.95
<i>c280, i370, i390, i600, m370, m100 r370, r470</i>				
Batteries		DESCRIPTION	Vendor	SRP
NTN8100A	Hi-Capacity NiMH 1500mAh	Mot		\$59.95
NTN8521	Slim NiMH 800 mAh	Mot		\$69.95
NTN8754*	Hi-Cap 1300 mAh Battery, Intrinsically Safe - r470 only	Mot		\$84.95
Chargers		DESCRIPTION	Vendor	SRP
NTN8103A*	Desktop Rapid Charger	Mot		\$99.95
NTN8105A	Cigarette Lighter Adapter (vehicle battery charger)	Mot		\$34.95
Carry Cases		DESCRIPTION	Vendor	SRP
MR1002	i600, i390 Hard Leather case w/ Swivel & Plastic Window	Nextel		\$29.95
NTN1589A	c280, i370, i600, i390 - Soft Lthr Pouch, Retail Pkg	Mot		\$24.95
NTN8090C	i370 - Soft Leather Case	Mot		\$19.95
NTN8365A	c280, i370, i600, i390 - Soft Leather Pouch	Mot		\$24.95
NTN8366A	All 3:1 Portables - Plastic Holster, Pager Style	Mot		\$14.95
NTN8398A	r370, r470 - Hard Leather Case w/ Belt Loop	Mot		\$44.95
NTN8414A	r370, r470 - Nylon Case w/ Belt Clip	Mot		\$34.95
NTN8648A	i600, i390 - Soft Leather Case w/ Plastic Window	Mot		\$24.95
WNC0601	i600, i390 - soft leather case w/ Nextel brand	Nextel		\$19.95
Audio Accessories		DESCRIPTION	Vendor	SRP
JAB5008	Jabra EarSet	Jabra		29.95
NMN6257	Remote Speaker Mic for r370	Mot		\$99.95
NTN8367A	Earbud/Mic (use w/ connector or car kit)	Mot		\$29.95
NTN8369A	Audio Connector for Portables	Mot		\$29.95
NTN8496A	Lightweight Headset (use w/ connector or car kit)	Mot		\$49.95
NTN8497A	Ear Speaker/Boom Mic (use w/ connector or car kit)	Mot		\$34.95
Vehicle Accessories		DESCRIPTION	Vendor	SRP
FLN8634A/FLN9299A	Remote PTT for Car Kit	Mot		\$29.95
HSN1005A	External Speaker, 6W - Car Kit	Mot		\$149.95
HSN4029A	External Speaker, 7.5W, 5.5" - m100	Mot		\$39.95
HSN4030A	External Speaker, 7.5W, 5.5" - m370	Mot		\$39.95
NAF5075A*	r370, r470 Antenna: 1/2 wave	Mot		\$49.95
NTN1567A	*Car Kit for r370	Mot		\$99.95
NTN1583A	Hands-free car adapter, for all 3:1 portables	Mot		\$139.95
NTN8378A	m370 Hang Up Cup	Mot		\$29.95
NTN8512A	*Car Kit replacement cradle only for i600, i390	Mot		\$149.95

Lingo			
Batteries			
NTN8144	High Capacity NiCad w/ Clip - 1250 mAh	Mot	\$59.95
Chargers			
NTN8132	Vehicle Battery Charger (CLA)	Mot	\$45.95
Carry Cases			
NTN8334	Nylon Case w/ belt loop	Mot	\$35.00
Antennas			
NAF5058	Long Antenna - 7 inches	Mot	\$39.95
NAF5060	Short Antenna - 3.5 inches	Mot	\$32.95

State of VA: BASE & MOBILES		
<i>Commonwealth of Virginia will receive a 20% discount on the base and mobile accessories</i>		
Base Accessories		SRP
LP14	Power supply	\$ 89.00
FKN5085	2 meter desktop cradle to radio (c370) cable	\$ 27.00
F2084	Desktop cradle - replacement	\$ 85.00
Footswitch/Headsets		
DQ Footswitch	Motorola footswitch (2 position) required TDN9884*	\$ 190.00
BLN6868	Motorola headset adapter for b370, requires TDN9884*	\$ 165.00
Microphones		
FMN1611	Visor (handsfree) mic for carkit or m370	\$ 18.00
F2135	Multi-service handset (replacement) for m370 or b370	\$ 280.00
DC Cables		
HKN4137	Small gauge DC cable for Astron power supply	\$ 12.00
HKN6605	7 meter DC power cable for remote mount	\$ 38.00
Speakers		
HSN1005	External speaker - 6W - car kit	\$ 149.95
HSN4029	External speaker - 7.5W - 5.5" m100	\$ 39.95
HSN4030	External speaker - 7.5W - 5.5" m370	\$ 39.95
Mounts		
FLN8212	Trunion for transceiver	\$ 12.00
HLN8537	Adjustable (clamshell) bracket for hand-up cup	\$ 18.00
Antennas		
8115	Mobile magnetic mount antenna w/cable & 70973 connector	\$ 35.00
8255L	Mobile roof mount antenna kit w/cable & connector	\$ 16.00
8795L	Glass mount antenna w/mini UHF	\$ 35.00
ES806TLP	3dB gain trunk lip mount with cable (requires 70973)	\$ 50.00
S8063B	Omni directional (3dB gain) antenna for base unit	\$ 150.00
Connectors		
70973	Mini UHF connector (fits rear of c370 and m370)	\$ 2.00
17956	N-type coax connector (fits omni base antenna S8063B)	\$ 11.00
79030	PL259 coax connector (fits HKN9557 pigtail)	\$ 5.00
Base Insulation		
	Total insulation cost for a base station	\$ 375.00

*TDN9884 is the iDEN Interface box and sells for \$290.00
 This item is no longer available. Certain markets may still have one or two in their inventory if needed by another market.

Commonwealth of VA, State Rate Plans

Enhanced Services/Features

Virginia State Plans						
Plan	Govt Basic UPC	Govt Basic 200	Govt Basic 600	Govt Basic 1000	Govt Basic OSM	Govt Basic OSM
Cellular Access Fee		\$ 10.00	\$ 30.00	\$60.00	\$ -	
Cellular						
Incl. Cell Mins.	N/A	200	600	1000	0	No
Pooling Withn Same Plans		No	No	No	No	No
Cell Coverage		\$0.25	\$ 0.25	\$0.25	\$ 0.25	\$ 0.25
Direct Connect Access Fee						
Incl. Direct Connect Mins.						
Direct Connect Access Fee	\$ 35.00 Unlimited	\$ 35.00 Unlimited	\$ 35.00 Unlimited	\$ 35.00 Unlimited	\$ 35.00 Unlimited	\$ 35.00 Unlimited
Group Call	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$0.12	\$ 0.12
Numeric Pages	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
100 Text Messages	Included	Included	Included	Included	Included	Included
300 Text Messages	\$5	\$5	\$5	\$5	\$5	\$5
1000 Text Messages	\$9	\$9	\$9	\$9	\$9	\$9
Voice Mail	N/A	Included	Included	Included	Included	Included
Caller ID	N/A	Included	Included	Included	Included	Included
250 Group Call Minutes	\$10	\$10	\$10	\$10	\$10	\$10
Group calls in excess of included group minutes	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
2-Way Messaging, Includes 300 text msg	\$5	\$5	\$5	\$5	\$5	N/A
NOL Basic	\$5.00	\$5.00	Included	Included	Included	N/A
NOL Plus, Includes Dial Up	\$10.00	\$10.00	\$5.00	\$5.00	\$5.00	N/A
	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15

20% Discount on all Equipment and Accessories
Or 3% off Local Market Promotions
*All plans will include the \$35 Direct Connect

**CONTRACTUAL TERMS AND CONDITIONS
INVITATION FOR BID (IFB) #2001-002**

GENERAL PROVISIONS

1. SCOPE OF CONTRACT

The following paragraphs contain the Contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", or "DIT" (the Department of Information Technology) will acquire Integrated wireless services that incorporates Radio, Paging and Telephone Services, hereinafter referred to as the "Services" for use by any state agency, institution of higher education, locality or political subdivision as defined in the Code of Virginia, local school division or other public body of the Commonwealth ("Authorized Users") from the Contractor identified in block #9, page 1 of the Solicitation, hereinafter referred to as "Contractor."

2. CONTRACTOR COMMITMENTS, WARRANTIES AND PRESENTATIONS

Any commitment made by the Contractor within the scope of this Contract shall be binding upon the Contractor. For the purposes of this Contract, a commitment by the Contractor includes:

- a. Prices and options committed to remain in force over a specified period(s) of time;
- b. Any written warranty or representation made by the Contractor in this solicitation as to hardware or software performance, or other physical design or functional characteristics of that which is offered;

3. SERVICE COMMENCEMENT DATE

- a. All Services shall commence within ten (10) calendar days from the receipt of an Order issued by an Authorized User.
- b. Any amendment by the State to this Contract or any part thereof, may require the establishment of a new mutually agreed to service commencement date. The State may delay the installation date by notifying the Contractor at least ten (10) days before the required installation date.
- c. If the Service(s) are not delivered within the time specified in the herein, the State reserves the right to cancel the award of this Contract and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder. Contractors are cautioned that failure to deliver the proposed Services as stated in response to a solicitation document may result in removal from DIT's Vendor Registration File as per Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.

- d. Neither the Contractor nor the State shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

4. ORDERS

a. Services

During the term of this Agreement, an Authorized User may issue an Order to the Contractor for the Services identified herein. To be valid, the Order must cite the Contract Number and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The Order must identify the Service(s) to be acquired, the price for each Service, and the required Service Commencement Date for each Service.

Upon receipt of an Order via either regular mail, facsimile, or electronically, the Contractor shall process the Order and return a Service Order identifying the following information:

1. A verification that the Order is technically correct;
2. The date the Services will begin;
3. A verification of the charge for each item (Service) to be provided, and;
4. Other applicable administrative information necessary to deliver the Services requested on the Order.

b. Equipment

During the term of this Agreement, the using agency may issue Orders to the Contractor for the Equipment identified herein.

5. TAXES - FEDERAL, STATE AND LOCAL

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes; such taxes shall not be included in Contract prices. Tax exemption certificates will be furnished if requested by the Contractor.

6. SERVICES / EQUIPMENT SUBSTITUTION

- a. During the term of this Contract, the vendor is not authorized to substitute any Service identified in the Schedule without the written permission of the Director, Acquisition Services Division, DIT. Violation of this condition shall be considered grounds for termination of the Contract.
- b. Both parties agree that equipment may be added to this Contract under mutual agreement as it evolves in the marketplace, under the provisions of paragraph number 13, herein.

7. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-122 and Section 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs of paragraph 7. above.

8. NON-APPROPRIATION

All funds for payment under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of nonappropriation of funds by the Legislature for the Services or equipment under this Contract, the Commonwealth will terminate this Contract for those Services or equipment for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for Services dependent on such federal funds without further obligation.

9. ASSIGNMENT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part, to any other party without the Department of Information Technology's (DIT's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the DIT purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on DIT's "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager DIT. Upon DIT's acknowledgment of receipt of the properly executed form, the Assignee shall notify the Controller, DIT of the assignment and shall supply the Controller with a copy of the properly executed form. Any payments made prior to receipt of such notification and form shall not be covered by this assignment.

In the event DIT receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Agreement, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after the DIT's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Acquisition Services Division of DIT shall promptly notify the Contractor of any assignment notice it receives.

10. GOVERNING LAW

This Contract and any disputes arising hereunder shall be governed in accordance with the laws of the Commonwealth of Virginia and shall be deemed to have been executed and entered into within the Commonwealth of Virginia. Any litigation arising in connection with this Agreement shall be brought in the courts of the Commonwealth of Virginia. The Contractor shall comply with all applicable federal, State and local laws, rules and regulations.

If any term or provision of this Contract shall be found to be illegal or unenforceable, then, notwithstanding such provision, the remainder of this Contract shall remain in full force and effect, and such term or provision shall be deemed null and void.

11. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

12. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions and all Services specifically listed in the Schedule, and the notes in the Schedule constitute the entire Agreement between the parties with respect to the subject matter of this Contract. All prior Agreements, representations, Statements, negotiations and undertakings are hereby superseded with respect to equipment and/or software acquired by the State under the terms and conditions of this Contract.

No other written documents regardless of form or content shall be executed by any agency or institution for Services acquired under this Contract unless signed by the Contracts Manager, DIT, or his alternate as designated by the Director, DIT.

13. MODIFICATIONS

This Contract may be modified in accordance with Section 11-55 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the individual identified in block #14 of this solicitation or his duly designated alternate, and for the Contractor the person identified in block #9 of the solicitation. Any Contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

14. PRICE PROTECTION/ADJUSTMENTS

The State will not pay any additional costs above those costs provided for in the Schedule identified herein. In no event may the amount of any Contract, without adequate consideration, be increased for any purpose.

Any price decrease effectuated during the Contract period by reason of market change shall be passed on to the Commonwealth of Virginia. This decrease will be effective on the date the price decrease is announced to the general public.

15. TERM

The term of this Contract shall be for a period of twelve (12) months from the date of execution of this Contract by the Contracts Manager, DIT. The Commonwealth at its sole option may extend the term of this Contract for three additional one-year periods. The Contractor shall be given thirty days advance written notice of the Commonwealth's intention to extend the term for such additional periods.

16. VIRGINIA PUBLIC PROCUREMENT ACT

Employment Discrimination by Contractor Prohibited (Section 11-51, Code of Virginia).

a. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will State such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. The Contractor will include the provision of the foregoing paragraphs a.1, a.2 and a.3 in every subcontract or purchase order of over \$15,000 so that the provisions will be binding upon each subcontractor or vendor.

17. ADDITIONAL CERTIFICATIONS

Contractor hereby certifies its compliance with the following:

- a. Virginia Fair Employment Contracting Act.
- b. Virginia Governmental Frauds Act.
- c. Virginia Public Procurement Act.
- d. Federal Immigration Reform and Control Act of 1986.
- e. Virginians with Disabilities Act.
- f. Americans with Disabilities Act.
- g. Federal Civil Rights Act of 1964.

18. CONTRACTUAL RECORDS

All contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this Agreement.

19. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

20. CONTINGENT FEE WARRANTY

The Contractor warrants that he/it has not employed or retained any person or persons not generally associated with Contractor for the purpose of soliciting or securing this Agreement. The Contractor further warrants that he/it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon the award or making of this Agreement. For breach of one or both of the foregoing warranties, the Commonwealth shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

21. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All Services and all equipment (each installation) are subject to inspection and testing by the State, and any which do not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given seventy-two (72) consecutive hours from the completion of installation by the Contractor to test, evaluate and accept the Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration to the seventy-two (72) hour period). If the Contractor's Services fail to meet the Contract specifications or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the vendor. Such rejection will terminate this Contract and exempt the State from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of making payment for Services and equipment delivered, however, acceptance by the State following testing and evaluation during the seventy-two (72) consecutive hour period shall not be conclusive that the Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

22. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Agreement, (a) the vendor shall fail to deliver the Services required by this Contract or (b) the vendor shall repeatedly fail to respond to requests for Services within the time limits set forth in the Contract or (c) the vendor shall breach any of the other terms set forth within this Agreement or (d) the vendor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the vendor ten (10) days to cure the failure/nonperformance. If the vendor fails to answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the Agreement for Default.

In such event the Commonwealth will only be liable for cost incurred to the date of termination.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this Agreement.

23. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to the Contract terms the Services set forth in the Schedule, the Commonwealth may, in its own discretion, give the Contractor oral or written notice of such breach. Once notice by the State is sent or given, the State may immediately procure the Services from another source. Once the State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back the Contractor, in which case the Contractor agrees to reimburse the State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source. In no event shall the State be held to pay the Contractor any costs incurred by the Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the Services(s) which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this Agreement and the laws of the Commonwealth of Virginia.

24. DISPUTES

Contractual claims whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The public body will render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

A Contractor may not institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that Agency fails to render such decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or Administrative Appeals Procedure Section 11-71, Code of Virginia.

Any dispute, claim or cause of action filed by the Contractor (or any party making such claim on behalf of or under the rights of the Contractor, his agents or any subcontractor) shall be governed by Sections 11-69, 11-70, 11-71, Code of Virginia (1950), as amended, and any period of limitation set forth therein.

25. INVOICES

All invoices shall be rendered (as delineated in the Schedule) promptly after all Services covered by the invoice have been accepted. All payments under this Agreement shall be monthly in arrears. No invoice may include any costs other than those identified in the Schedule. Invoices shall provide at a minimum:

1. Type and description of the Service;
2. Charge for each item (Service);
3. This Contract Number, and;
4. Contractor's Federal Identification Number (FIN);

26. PROMPT PAYMENT

Payment shall be due within thirty (30) days after (1) acceptance of each month's Services, (2) receipt of a correct invoice for such payment, and (3) when applicable, receipt of the payment instruction form referenced in the paragraph entitled ("Assignments"), whichever is latest. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due the Commonwealth under the terms of this Contract may be applied against the Contractor's invoices with appropriate information attached.

In accordance with the Virginia Public Procurement Act, all proper charges for which payment is more than seven (7) days overdue shall accrue interest as provided in Sections 11-62.1 through 11-62.9 of the Code of Virginia. The rate of interest shall be determined in accordance with Section 11-62.5 of the Code of Virginia. In no event shall any interest penalty accrue, however, when payment is delayed because of a disagreement between the Commonwealth and the Contractor regarding the quantity, quality or time of delivery of any Service or the accuracy or correctness of any invoice. The Contractor shall notify the Controller of the Department of Information Technology of all invoices that are in excess of thirty (30) days old.

27. PAYMENTS TO SUBCONTRACTORS

In accordance with Section 11-62.11 of the Code of Virginia, within seven days after receipt of amounts paid to the Contractor by the Commonwealth for work performed by a subcontractor, the Contractor shall

- a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor, or
- b. Notify the agency and subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commonwealth for work performed by the subcontractor, except for amounts withheld as allowed in (b) above. The Contractor shall provide its federal employer identification number (or social security number, if Contractor is an individual) to the Commonwealth as required by Section 11-62.11 (2) of the Code of Virginia. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Nothing in this paragraph shall be construed as creating any obligation on the part of the Commonwealth or as authorizing any additional charge to the Commonwealth.

28. THIRD PARTY BILLING

All Services provided under this Contract, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

29. CREDITS

Any credits due the State under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

30. PRIORITY OF SERVICE (DELIVERY)

The Commonwealth of Virginia requires that the Contractor provide delivery equal to or better than that provided its commercial and retail customers. Contractors who fail to comply with this provision are advised that such action shall be considered grounds for termination of this Agreement. Contractors whose Agreements are terminated for such action may be placed on DIT's list of Debarred/Ineligible bidders in accordance with Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.

31. TERMINATION FOR CONVENIENCE

The Department of Information Technology (DIT), may at its sole option and discretion, cancel all or any portion of the Services set forth in this Contract at any time such action is deemed to be in the best interest of the Commonwealth of Virginia.

The Contractor shall be given thirty (30) days written notice of any such request for termination.

By execution of this Agreement, the Contractor agrees that in the event of termination for convenience, there shall be no termination costs or charges due.

32. ORDERING OFFICER(S)

The Authorized User's authority is limited to ordering the Services as identified in the Schedule, by written Order which references this Contract, and does not include the ability to add any additional Services or equipment not set forth in the Schedule or to change or modify any prices, terms and or conditions agreed upon by the parties hereto. All changes to this Contract must be incorporated in a formal modification to this Contract by the parties identified in paragraph 13 of this Contract.

33. CONTRACTOR'S REPORT OF SALES

The Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, DIT will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

34. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in the above paragraph. The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

35. NONVISUAL ACCESS TO TECHNOLOGY

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Section (55) shall be construed to achieve full compliance with the Information Technology Access Act, 2.1-807 through 2.1-811 of the Code of Virginia.

36. INSURANCE

By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on Contractor's policy.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 – Combined single limit. (Only if motor vehicle is to be used in the contract.)

37. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's proposal includes any goods or services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's product or services, and that such other party has agreed in writing that it has no objection thereto.

38. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

39. DEBARMENT STATUS

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contract for the type of goods and or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

40. WARRANTY / MAINTENANCE OF EQUIPMENT

In this Agreement "Maintenance" or "Warranty" of equipment shall mean: (1) all labor, parts and travel necessary to keep the equipment in good operating condition and preserve its operating efficiency in accordance with its technical specifications; and (2) Any necessary shipment and insurance costs for the shipment.

Warranty / Maintenance of equipment shall not include electrical work external to the equipment, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this Agreement. Warranty / Maintenance of equipment also shall not include repair of damage resulting from transportation by the Commonwealth between Commonwealth sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

The Warranty / Maintenance in this Agreement include cost of labor, parts, travel, factory overhaul, rehabilitation, transportation and substitute equipment as necessary for 98% effective performance. In those instances where it is necessary for the Contractor to return the equipment to the factory, the Contractor shall be responsible for all costs of the equipment from the time it leaves the Commonwealth site until it is returned to the Commonwealth site in good operating condition.

Only new standard part or parts equal in performance to new parts shall be used in effecting repairs. Parts which have been replaced shall become the property of the Contractor. Replacement parts installed shall become the property of the Commonwealth.

All Equipment delivered under this Agreement shall include a one (1) year return to Contractor Warranty that commences after Product Acceptance. The Contractor shall either fix the equipment within 24 hours, or shall return to the manufacturer within 24 hours for remedy. The Contractor shall have the manufacturer either fix or replace the equipment within 72 hours and return, postage pre-paid. All Warranty / Maintenance specifications delineated herein shall apply to both Warranty and Maintenance. All software and firmware shall be considered an integral component of the Equipment and the Contractor shall respond to all requests for Warranty and Maintenance for any failure.

41. EQUIPMENT ACCEPTANCE AND TITLE

Subsequent to Acceptance as delineated in paragraph 21, herein, the Contractor shall pass Title to the Authorized User for the equipment.